



## MEMORANDUM

Substitute  
Agenda Item No. 11(A)(3)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. DATE: July 27, 2004  
and Members, Board of County Commissioners

FROM: George M. Burgess  
County Manager

SUBJECT: Interlocal Agreement  
with the City of  
Miami Gardens

**This differs from the original to reflect changes requested by the Government Operations and Environment Committee on July 20, 2004. The term of the interlocal agreement was amended from a term of three years to one-year.**

### **RECOMMENDATION**

It is recommended that the Board retroactively approve an Interlocal Agreement with the City of Miami Gardens for the provision of group insurance benefits for their City employees.

### **BACKGROUND**

The City Council is expected to approve and authorize the City Manager to negotiate the purchase of insurance coverage for their City employees. The City requested the opportunity to participate in the County's employee group insurance benefit program in order to expedite coverage for a small number of employees.

There will initially be approximately 10 City of Miami Gardens employees participating in the County's group insurance benefit program. Since the City has contracted for various municipal services, including local police patrol, the number of employees is not expected to increase significantly. This agreement provides for termination by either party with 90 days written notice. The City is paying a nominal fee in order to cover the County's cost of administering the City's insurance plan. Similar interlocal agreements exist between the County and the Town of Miami Lakes, Miami-Dade Expressway Authority, and the Industrial Development Authority.

  
\_\_\_\_\_  
Alex Munoz  
Assistant County Manager

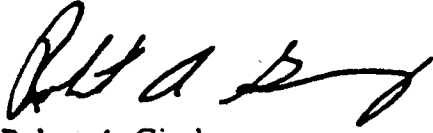


# MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

DATE: July 27, 2004

FROM:   
Robert A. Ginsburg  
County Attorney

Substitute  
SUBJECT: Agenda Item No. 11(A)(3)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Substitute  
Agenda Item No. 11(A)(3)  
7-27-04

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING INTERLOCAL AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND THE CITY OF  
MIAMI GARDENS FOR THE PROVISION OF EMPLOYEE  
INSURANCE BENEFITS; AUTHORIZING THE COUNTY  
MANAGER TO EXECUTE THE AGREEMENT, TAKE ANY  
ACTION REQUIRED OF THE COUNTY HEREIN AND  
EXERCISE ANY RENEWAL AND CANCELLATION  
PROVISIONS THEREIN

**WHEREAS**, the City and the County agree to enter into this agreement in order to allow eligible City employees the right to participate in any of the County's group medical, dental, vision and life insurance benefit programs,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that the Interlocal Agreement by and between Miami-Dade County, Florida and the City of Miami Gardens for the provision of employee insurance benefits is hereby approved in substantially the form attached hereto and the County Manager is hereby authorized to execute such agreement in substantially the form attached hereto, take any action required of the County herein and exercise any renewal or cancellation provisions therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 27th day of July, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. CHK

Craig H. Coller

By: \_\_\_\_\_  
Deputy Clerk

**AN INTERLOCAL AGREEMENT BY AND BETWEEN MIAMI-  
DADE COUNTY, FLORIDA, AND THE CITY OF MIAMI  
GARDENS, FLORIDA, REGARDING EMPLOYEE INSURANCE  
BENEFITS**

This is an interlocal agreement between Miami-Dade County, a political subdivision of the State of Florida (the "County") and the City of Miami Gardens, a municipal corporation of the State of Florida (the "City"), entered into this \_\_\_\_ day of \_\_\_\_\_, 2004 (the "Agreement").

**WHEREAS**, on May 13, 2003, the City Charter was approved by the citizens of the City and on July 27, 2003, the City Council was sworn into office; and

**WHEREAS**, the City and the County agree to enter into this Agreement in order to allow eligible City employees and officials the ability to participate in the County's group medical, dental, vision, and life insurance benefit programs for a limited period of time to allow the City time to secure coverage for its own employees.


**NOW, THEREFORE**, the City and the County agree as follows:

**SECTION I. EMPLOYEE BENEFITS**

**1.1 Participation by City Employees.** The County agrees to allow eligible City employees and officials the right to participate in any of the County's group medical, dental, vision, and life insurance benefits programs under the same provisions and rates available to County employees. Eligible City employees and officials may also participate in the annual insurance Open Enrollment activities available to County employees. Employees and officials of the City will not be eligible for any other County provided employee benefits or programs other than those expressly stated in this Agreement.

**1.2 Employee Eligibility.** Full time, regular City employees, or part-time employees who work a minimum of sixty (60) hours biweekly on a regular basis, shall be eligible for group insurance coverage on the first day of the month following or coincident with ninety (90) days of continuous active, eligible service with City. It is provided that current City Employees who have satisfied the 90-day waiting period by virtue of continued employment with the city shall be eligible for immediate coverage under this Agreement. An eligible City employee or official shall be required to submit completed applications to the Benefits Administration Unit of the County prior to this date, but in no event later than thirty (30) days from the employee's initial eligibility date. If an application is received within this thirty (30) day grace period, coverage shall become effective the first day of the month following receipt.

**1.3 Dependent Coverage.** The same dependent eligibility rules applicable to County employees shall apply to City employees and officials who wish to obtain dependent insurance coverage. City employees shall be responsible for submitting proof of



dependent eligibility with their initial request, and thereafter as required by the County or health plan. Employees who wish to add or delete dependents during the plan year may only do so in the event of a qualifying event as defined by Section 125 of the Internal Revenue Code. (This would include birth, adoption, marriage, divorce, and death.) The City employee must submit the request and required documentation to the County's Benefits Administration Unit within thirty (30) days (60 days for newborns) of the qualifying event.

## **SECTION II. CITY RESPONSIBILITIES**

2.1 The City agrees to comply with all medical, dental, vision, and life insurance plan guidelines and eligibility requirements. The City will advise the County's Benefits Administration Unit, in writing, on a monthly basis of any changes in employment status of City employees or officials enrolled for insurance. This includes resignations, terminations, reduction in work hours or any similar action.

2.2 The City will advise the County's Benefits Administration Unit, in writing, on a monthly basis of any salary changes to allow for adjustments to the life insurance volume and applicable premiums.

2.3 The City agrees to accept any and all changes in medical, dental, vision, and life insurance rates the County negotiates with its insurance vendors.

2.4 The City agrees that the County has the authority to change the providers of the medical, dental, vision or life programs as it deems necessary, providing the changes are consistent with the changes made to other participants in the plan.

2.5 The City agrees that the County has the authority to change the benefit provisions of the medical, dental, vision or life programs as it deems necessary, providing the changes are consistent with the changes made to other participants in the plan.

2.6 The City agrees to provide any information not prohibited by law, requested by the County's insurance vendors which said vendors deem necessary to determine the risk profile of the City's employees.

2.7 The City agrees to comply with the provisions of County Administrative Order 10-11 regarding Privacy Standards.

## **SECTION III. PREMIUM REMITTANCE**

3.1 The County's Benefits Administration Unit shall prepare an annual invoice of biweekly charges for medical, dental, vision, and life insurance premiums for eligible City employees and officials and submit it to the City. The invoice will include an administrative fee for the administration and processing of benefit coverage for eligible City employees, equal to three percent (3%) of the total cost of the benefits provided to eligible and enrolled City employees and officials in accordance with Section I of this agreement.

3.2 The City will be charged the County's budgeted rate along with established dependent premiums, as applicable. The City's claims experience will be captured separately for the County's self insured plan(s). The County agrees to provide documentation from all self-insured insurance providers, setting forth all such costs. The data captured for the City will be released to the City on a quarterly basis.

3.3 The City shall be responsible for the collection of premiums from its enrolled employees and officials and remittance of the full biweekly premium to the County no later than the Friday following the end of the applicable County pay period.

3.4 The City agrees to make payments in accordance with County pay period dates regardless of the City's own pay schedule. Repeated failure to remit payments on a timely basis may result in termination of coverage for all enrolled employees.

#### **SECTION IV: NOTICES**

4.1 All notices hereunder be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, hand delivered or overnight delivery addressed as follows (or any address the party may notified may have designated to the sender by like notice) :

The County	County Manager Miami-Dade County 111 N.W. First Street, Suite 2910 Miami, FL 33128
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Copied	County Attorney's Office Miami-Dade County 111 N.W. First Street, Suite 2810 <del>2</del> Miami, FL 33128
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The City	City Manager 1515 N.W. 167 <sup>th</sup> Street Miami Gardens, Fl 33169
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Copied	City Attorney, City of Miami Gardens 501 N.E. 8 <sup>th</sup> Street Fort Lauderdale, Florida 33304
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Unless otherwise required by law, any notice sent hereunder shall (subject to proof of receipt or refusal of same) be deemed to have been delivered same day if hand-delivered , on the next day is sent by overnight courier, or on the day of receipt or refusal, if sent by certified or registered mail.

4.2 Should the City violate any of the provisions in Section 2 or Section 3, the County shall provide the City with written notice of the alleged violations including a statement that within 30-days of receipt of the notice, the City shall cure the violation. If the violation is of a type that can not be cured within that period, the City shall notify the County in writing specifying the reason and the additional time required to cure the

violation. County shall not unreasonably deny additional time to allow for cure. Failure of the City to cure the violation within 30-days of receipt of the notice, or within an agreed-upon specified time shall result in termination of the agreement.

## **SECTION V: ENTIRE AGREEMENT/ MODIFICATION**

5.1 This Agreement may be modified only by an agreement in writing signed and sealed by the City and County.

5.2 This writing contains the entire agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

5.3 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this agreement, unless executed with the same formality as this document.

## **SECTION VI: INDEMNIFICATION**

6.1 The City shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the terms of this Agreement. The City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. This indemnification agreement shall not apply if the claim, suit, or action arises solely from the County's own active negligence.

## **SECTION VII: TERM AND EFFECTIVE DATE**

7.1 This Agreement shall be effective upon execution of this Agreement, and shall automatically continue in full force and effect for a period of one year from the effective date unless terminated in accordance with Section VIII of this agreement. During this period, the City shall make every reasonable effort to procure similar group coverage for its own employees. Should the City demonstrate to the County that such efforts were made and costs were prohibitive, the County will consider extending the term of this agreement on a year-to-year basis.

7.2 The availability of plan choices and term of this agreement is subject to favorable determination by plan vendors of their willingness to allow the City to participate.

## **SECTION VIII: TERMINATION**



8.1 This Agreement may be terminated upon 90 days written notice to the other party. The City agrees to pay the County any outstanding payments due to the County under this agreement through the date of termination.

**SECTION IX: GOVERNING LAW, VENUE AND ATTORNEYS FEES**

9.1 This agreement shall be construed in accordance with the laws of the State of Florida. Exclusive venue for any litigation arising out of this agreement shall be in Miami- Dade County, Florida, and the prevailing party shall be entitled to recover its attorneys fees and costs including fees and expenses charged for representation at both the trial and appellate levels. Each party knowingly, voluntarily and irrevocably waves its right to trial by jury.

**SECTION X; SEVERABILITY**

10.1 Should any provision, paragraph, sentence, word or phrase contained in this agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then same shall be deemed severable, and in this agreement, shall remain unmodified and in full force and effect.

**SECTION XI WAIVER**

11.1 The failure of either party to this agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

MIAMI-DADE COUNTY, a political  
subdivision of the State of Florida

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
County Manager

ATTEST:

By: \_\_\_\_\_  
As Deputy Clerk

APPROVED AS TO FORM

CITY OF MIAMI GARDENS, a

AND LEGAL SUFFICIENCY

political subdivision of the State of  
Florida

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Sonja K. Knighton  
City Attorney

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Shirley Gibson, Mayor